

Arbitration for disputes in trade between the United States and the Argentine Republic

Chamber of Commerce of the United States

1919

Facilities for Arbitration of Disputes in International Trade

Arbitration as a method of settling disputes arising in trade has long been in vogue, under the auspices especially of commercial organizations.

Friendly mediation on the part of men versed in the merchandise and the trade in question, and so selected as to guarantee their impartiality, has in recent years been discussed at international congresses of chambers of commerce as a means which certainly will be adopted for the promotion of good relations in international commerce.

The Pan-American Financial Conference, which was held at Washington in May, 1915, afforded an opportunity for representatives of the Bolsa de Comercio of Buenos Aires and the Chamber of Commerce of the United States to consider concretely the possibility of a plan through which these two organizations, each representative of the commercial interests of its country in a national sense, might at once encourage arbitration and make it readily available for all persons engaged in trade between the two countries. The initiative in placing the subject before the two organizations was taken by the Argentine Committee of the Conference.

Discussion of the subject brought out so many points of mutual advantage in such a plan and so many reasons to believe it would prove in every way feasible that conferences were held during the following month and the principles upon which there was entire accord were embodied in documents which have since had the attention of both organizations.

The plan as formally put into effect on April 10, 1916, is now printed for the information of all business men of the United States who have transactions with business men in Argentina. There are likewise printed in this pamphlet the names of the gentlemen who have consented to serve in Argentina and in the United States, upon the Committees of Arbitration and the Official Lists of Arbitrators contemplated in the agreement.

Creation of facilities of which business men can avail themselves, if they see

fit, is the purpose of the plan. When the parties to a contract have, however, undertaken to submit to arbitration any controversy that may arise they will be expected to keep their agreement and to this end they will be subject to such moral influence as their organizations may be able to exert.

In other words, the plan rests wholly upon the voluntary assent of the persons engaged in each particular transaction between the two countries and upon the influence the commercial organizations of the two countries can exert upon any of their members who heedlessly disregard an undertaking to arbitrate.

Such a degree of flexibility has been used in the plan that when a dispute arises the parties will be wholly free to choose such arbitrators as they please; they will need to have recourse to the official lists of arbitrators only when they cannot otherwise agree to whom they should submit their differences.

COMMITTEE ON ARBITRATION OF THE CHAMBER OF COMMERCE OF THE UNITED STATES

UNITED STATES SECTION

R. Goodwyn Rilft, Chairman, Charleston

Charles L. Bernheimer, New York City

John J. Arnold, Chicago

W. S. Kies, New York City

Owen D. Young, New York City

ARGENTINE SECTION

John H. Fahey, Boston

Enrique Gil, New York City

John G. White, New York City

John E. Zimmerman, Philadelphia

In accordance with Article VI of the Agreement, for which see page 11, the first five members of the Committee are appointees of the Chamber of Commerce of the United States and the last four are appointees of the Chamber of Commerce of Buenos Aires.

COMMITTEE ON ARBITRATION OF THE CHAMBER OF COMMERCE OF BUENOS AIRES

ARGENTINE SECTION

Guillermo White, Chairman, Buenos Aires

Carlos T. Becu, Buenos Aires

Juan Chapar, Buenos Aires

Juan V. Mignaqui, Buenos Aires

Domingo Salaberry, Buenos Aires

UNITED STATES SECTION

Luis E. Zuberbuhler, Buenos Aires

Frederick C. Cook, Buenos Aires

Hanaford E. Finney, Buenos Aires

Chalmers T. Pryor, Buenos Aires.

In accordance with Article VI of the Agreement, for which see page 11, the first five members of the Committee are appointees of the Chamber of Commerce of Buenos Aires and the last four are appointees of the Chamber of Commerce of the United States.

OFFICIAL LIST OF ARBITRATORS OF THE CHAMBER OF COMMERCE OF THE UNITED STATES

(See Article VIII of the Agreement, page 13)

UNITED STATES SECTION

Earl D. Babst, New York

Henry S. Dennison, Boston

P. T. Dodge, New York

A. Barton Hepburn, New York

Alba B. Johnson, Philadelphia

J. L. Kaul, Birmingham

J. Franklin McElwain, Boston

William Fellowes Morgan, New York

E. H. Outerbrige, New York

Lewis Pierson, Brooklyn

F. F. Prentiss, Cleveland

R. B. Price, New York

Jacob H. Schifr, New York

John A. Topping, New York

Theodore N. Vaill, New York

W. P. Wilson, Philadelphia

W. D. Baldwin, New York

Edwin P. Brown, Boston

William Butterworth, Moline

E. M. Herr, East Pittsburgh

H. C. Lewis, New York

Henry R. Towne, New York

George M. Reynolds, Chicago

Frank G. Ryan, Detroit

S. Davies Warfield, Baltimore

Frank O. Wetmore, Chicago

J. H. Wilefiwright, Baltimore

Crawford H. Ellis, Boston

John Crosby, Minneapolis

Emory W. Clark, Detroit

OFFICIAL LIST OF ARBITRATORS OF THE CHAMBER OF COMMERCE OF THE UNITED STATES

(See Article VIII of the Agreement, page 13)

ARGENTINE SECTION

JOHN BARRETT, Washington

HENRY W. BOYD, Chicago

ALBERT E. COOK, Denver

LORENZO DANIELS, New York

JOHN L. DENTON, New York

GERALD F. EARLE, New York

F. ARBOTT GOODHUE, Boston

EDWARD C. HOYT, New York

WILLIAM MCKISSOCK, Boston

GEORGE E. MARCY, Chicago

LLOYD B. SANDERSON, New York

CHARLES H. SHERBILL, New York

F. A. VANDERLIP, New York

JULIUS H. COHEN, New York

WILLIAM NELSON CROMWELL, New York

W. A. OUDIN, Schenectady

A. C. PEARSON, New York

GEORGE H. RICHARDS, New York

WELDING RING, New York

ELIHU ROOT, New York

C. H. SABIN, New York

HENRY W. TAFT, New York

W. A. SHAKMAN, New York

EDMOND WEIL, New York

THEODORE F. WHITMARSH, New York

HENRY HOWARD, Boston

M. C. PARSONS, New York

W. H. DOUGLAS, New York

C. B. MCELHANEY, New York

L. N. DANTZLER, Gulfport

OFFICIAL LIST OF ARBITRATORS OF THE CHAMBER OF COMMERCE OF BUENOS AIRES

(See Article VIII of the Agreement, page 13)

ARGENTINE SECTION

KICARDO C. ALDAO-

AMADEO BERETERVIDE

CARLOS CASARES

ANTONIO M. DELFINO

TOMAS DRYSDALE

ANTONIO LARRAECHEJA

EMILIO LERNOUD

MIGUEL MONSERRAT

EUGENIO C. NOE

ENRIQUE GIGY O'FARRELL

SAMUEL HALE PEARSON

SANTIAGO PINASCO

JOSE GREGORIO ZUBERBUIHLER

PEDRO CHRISTOPHERSEN

ENRIQUE URIBURU

SANTIAGO BRIAN

VICENTE SANCHEZ

CARLOS D. SCOTT

DOMINGO NOCETI

ARTURO R. BULLRICH

ENRIQUE SANTAMARINA

ADOLFO LURO

LEONARDO PEREYRA IRAOLA

CARLOS AGOTE

PEDRO LACAU

MANUEL F. FERNANDEZ

ANTONIO PINERO

LUIS LAMOS

BAUTISTA SAUBERAN

JORGE M. MENDEZ

ENRIQUE P. ORTEGA

FELIX ASTOUL

FELIPE D. ALLARDICE

DAVID COSTAGUTA

FEDERICO GRAEFF

JUAN OSCAMOU

FERNANDO MARTI

PEDRO L. MOSS

CARLOS ALFREDO TORNQUIST

OFFICIAL LIST OF ARBITRATORS OF THE CHAMBER OF COMMERCE OF BUENOS AIRES

(See Article VIII of the Agreement, page 13)

UNITED STATES SECTION

Stanley Allchin

Leopold Buhler

M. Drew Carrell

A. J. Eichler

Charles Harpfr

C. M. Lancaster

C. D. Middlebrook

M. J. Pilant

J. J. Pratt

W. A. Reece

D. B. Richardson

George H. Weyland

James A. Wheatley

Enrique Wulff

Luis E. Young

Willis E. Baker

L. R. Babbitt

J. L. Denton

Otto Ebersen

M. H. Hammond

H. C. Mitchell

R. E. Paine

W. L. Smith

J. R. Stanford

E. J. Sullivan

W. T. S. Thackara

L. Van Bokkelen

Ross White

C. W. Whittemore

Frank Ahearn

A. A. Anewalt

G. H. Corlette

C. J. Hopkins

A. B. Howard

W. C. Howe

G. A. Kuhirt

W. B. MacDavid

C. D. MacDonald

A. J. Simmons

H. R. Storer

William A. Wheeler

James H. Williams

Doctor H. Hersfeld

John C. Zimmerman

G. W. Chandler

David Scott

Enrique Wolseley

An Agreement

Preamble

Between the Chamber of Commerce of Buenos Aires and the Chamber of Commerce of the United States of America whereby these organizations, seeking to inspire and maintain confidence in the business relations between citizens or residents of their respective countries, provide a system of arbitration for settlement of commercial disputes in an impartial, inexpensive, and expeditious manner.

I

Advocacy of Arbitration

The two chambers will urge that in all contracts between merchants of the Argentine Republic and the United States of America there should be inserted a standard clause to the effect that in the event of controversy concerning interpretation, fulfillment, or performance of the contract such controversy shall be submitted to arbitration under rules agreed upon between the Chamber of Commerce of Buenos Aires and the Chamber of Commerce of the United States of America.

II

Standard clause

The form of the standard clause mentioned in Article I should be as follows: "All disputed questions which may occasion controversy relating to this contract shall be submitted to arbitration under the rules adopted jointly by the Chamber of Commerce of Buenos Aires and the Chamber of Commerce of the United States of America.

Short form

The inclusion in any contract of the words “Clause A A A” shall be equivalent to the total transcription of the foregoing uniform clause. A A A means “Argentine American Arbitration.”

III

Code for Cable

If a contract is negotiated by cable the parties may use the word “Arbaires” to indicate an agreement to arbitrate differences in accordance with the above standard clause, the arbitration to occur in Buenos Aires, and the word “Arbanyork” to indicate an agreement so to arbitrate, the arbitration to occur in the city of New York.

IV

Place of Arbitration

In providing for arbitration of differences the parties must always fix in their contract the place where the arbitration is to occur, but if the parties do not so designate a place the arbitration shall occur in the country in which the goods are to be delivered to the purchaser.

Representatives of Each Side

The parties shall likewise appoint some one in their respective countries to represent them. in the arbitration proceedings. Should either of the parties fail to name such representative, his appointment shall be made in conformity with the rules incorporated in this agreement.

V

Failure of Parties to Select Arbitrators

If the parties have not agreed upon arbitrators within 30 days after either party to a contract has given notice of his desire for arbitration, the

committee on arbitration of the Chamber of Commerce of Buenos Aires, if the arbitration is to occur in the Argentine Republic, or the committee on arbitration of the Chamber of Commerce of the United States, if the arbitration is to occur in the United States, shall have authority, acting in accordance with this agreement and the rules of arbitration, to select three impartial persons, who may proceed in the arbitration with the same force and effect as if they had been agreed upon by the parties.

VI

Committees of Arbitration

Each of the chambers undertakes to create immediately a committee on arbitration, to be composed of nine persons serving for stated periods. Four of the members of the committee on arbitration of the Chamber of Commerce of Buenos Aires shall be nominated by the Chamber of Commerce of the United States, subject to the approval of the Chamber of Commerce of Buenos Aires, and five of the members of said committee shall be nominated by the Chamber of Commerce of Buenos Aires, subject to the approval of the Chamber of Commerce of the United States, one of the latter group to be designated by the Chamber of Commerce of Buenos Aires as chairman of the committee. The committee on arbitration of the Chamber of Commerce of the United States, and its chairman, shall be nominated, approved, and designated in a reciprocal manner.

Quorum

Three of the members of the Committee on arbitration shall constitute a quorum, provided there is among the number present a representative of each chamber.

Power of Arbitration Committees

The committee on arbitration of each chamber shall have general powers of supervision and administration in connection with arbitrations which occur in its country under this agreement, and shall have the duty to advance in every way in its power the principle of arbitration for the amicable settlement of commercial disputes.

VII

Steps to Inaugurate Arbitration

When a dispute shall arise over a contract containing the clause suggested in Articles I and II of this agreement, either of the disputants may bring his desire for arbitration to the attention of the other party and of the committee on arbitration of the country in which the arbitration will occur according to the terms of the contract, or according to Article IV of this agreement. The committee on arbitration shall thereupon notify the other party to the dispute and shall proceed with the case according to this agreement and the rules of arbitration.

VIII

Official List of Arbitrators

Each of the chambers undertakes to maintain an official list of arbitrators on which there shall be not less than 60 names of men, not necessarily members of the respective chambers of commerce, who have exceptional qualifications and standing, and who represent as many different kinds of business as possible.

Argentine List

On the official list of arbitrators of the Chamber of Commerce of Buenos Aires 30 names shall be nominated by the Chamber of Commerce of the United States, subject to the approval of the Chamber of Commerce of Buenos Aires, and 30 names shall be nominated by the Chamber of Commerce of Buenos Aires, subject to the approval of the Chamber of Commerce of the United States. The former group of 30 names shall be known as the United States section of the official list of arbitrators of the Chamber of Commerce of Buenos Aires, and the latter group of 30 names shall be known as the Argentine section of the official list of arbitrators of the Chamber of Commerce of Buenos Aires.

United States List

The official list of arbitrators of the Chamber of Commerce of the United States and the designation of its two sections shall be ascertained in a corresponding manner. The number of names on the official lists may from time to time be increased or changed, the changes in the official lists to be made in the same manner as the lists were originally created.

IX

Use of Official List

When the parties to a controversy have not otherwise chosen arbitrators they shall make selection from the official list of the country in which the arbitration is to occur.

Disagreement over Third Arbitrator

In the event that each party has chosen an arbitrator from his national group, and the parties can not agree upon a third arbitrator, the third arbitrator is to be selected by the chairman of the committee on arbitration of the country in question, who shall proceed by taking from each section of the official list of his chamber of commerce the names of the three persons who, by their business experience, are best able, in his opinion, to render impartial judgment, and by ascertaining an order of preference among these six names by drawing lots. The man whose name is first drawn shall be accepted as third arbitrator if he is able to serve; otherwise, the man whose name is drawn second shall be accepted, and so on.

X

Influence in Support of Awards

The two chambers hereby agree that each will enforce to the full extent of its influence the awards made as the result of this system of arbitration, each giving full faith and credit to all awards which are made in accordance with this system and which are officially communicated to it. Upon being so informed of an award with which a resident of its country has not complied, the chamber in question shall bring the award to the attention of the person concerned.

Refusal to Comply with the Award

If he persists in his failure to comply with the award, the chamber shall prefer a complaint against him to any chamber of commerce or association of which he is a member, and shall press its charges to the full extent of its power.

XI

Quarterly Bulletin of Arbitration Decisions

The two chambers undertake to publish quarterly, or more frequently, if advisable, a bulletin in which will be given a resume of the decisions which have been rendered in arbitrations, a list of the awards made, and the results of each award. This bulletin shall contain the firm name of any party refusing to comply with an award, together with a statement of the reasons, if any, given by him for his refusal.

XII

Disposal of Perishable or Seasonal Merchandise

If a controversy which is submitted to arbitration involves merchandise, the committee on arbitration which will have supervision of the case may, after communication with the parties, sell the merchandise or take such action as may, in their judgment, be advisable to avoid increased loss. The proceeds of such sales shall be deposited in bank to await the award of arbitrators.

XIII

Rules of Procedure

The several provisions of this agreement shall be given effect in accordance with regulations formulated by the two chambers and approved by each of them. These regulations shall be known as the rules of arbitration, and shall contain, among other things, suitable provisions for taking testimony in writing between the parties, for hearing the parties either orally or in writing, or both, as may be most convenient, and for payment of expenses of arbitration and fees of the arbitrators.

XIV

Special Arbitration Agreements

Nothing in this agreement contained shall be construed as against the making of special agreements for arbitration in connection with any specific transaction or as against agreements covering a series of transactions and business relations over an extended period. It is the purpose of this agreement to encourage all agreements for arbitration between residents of the Argentine Republic and the United States of America, when not inconsistent with the principles herein set forth, and such agreements, when filed with the respective chambers of commerce, shall receive the moral support of both chambers of commerce.

XV

Effective Date

This agreement shall become effective upon an exchange of ratifications between the two chambers at any time within one year from July 1, 1915. Either chamber may withdraw from this agreement by giving notice of one year, but no such withdrawal shall in any way affect arbitrations which may be pending under this agreement at the time of the notice or at the time of the termination of the agreement.

Chamber of Commerce of Buenos Aires,
(Signed) Luis E. Zuberbühler.

The Chamber of Commerce of the United States of America,
(Signed) John H. Fahey.

Effective as of April 10, 1916.

Rules of Arbitration: Submission and Procedure

In accordance with Articles XII and XIII of the Agreement for Commercial Arbitration entered into on April 10, 1916, between the Chamber of Commerce of Buenos Aires and the Chamber of Commerce of the United States of America, these bodies agree to approve the following Rules for Arbitration and Rules for Dealing with Merchandise.

1

Standard Clause

Whenever the standard clause provided in Article I of the agreement between the two chambers has been included in a contract it shall in itself constitute complete submission to the jurisdiction of the arbitrators.

Submission when Standard Clause Not Used

Whenever the standard clause has not been so included submission to arbitration shall be in the following form:

Form

A controversy, dispute, or matter of difference between the undersigned having arisen, and relating to a subject matter the nature of which briefly stated, is as follows:

We do voluntarily submit the same, and all matters concerning the same, to

(if selected from a section of an official list, so state),.....(if selected from a section of an official list, so state), for hearing and decision pursuant to the agreement between the Chamber of Commerce of Buenos Aires, and the

Chamber of Commerce of the United States of America, put into force on April 10, 1916, and the rules of arbitration which have been adopted by said chambers of commerce, pursuant thereto, and we agree to stand to, abide by, and perform the award that may thereupon be made by virtue of this submission.

A copy of this submission properly signed shall be filed with the clerk, together with sufficient evidence of proof of authority in the case of an agency, partnership, or corporation.

2

Designation of Representatives

By the mere fact of having accepted the formula of the uniform clause to which Article II refers, the contracting parties bind themselves to designate, the party resident in the United States of America a person domiciled in Buenos Aires, and the party resident in the Argentine Republic a person domiciled in New York, to represent them in all matters in connection with the arbitration.

The designation may be made in the body of the contract itself, by correspondence, cable or radiogram, or else communicated by letter to either the Chamber of Commerce of the United States of America or to that of Buenos Aires, accordingly as the party resides in the United States of America or in the Argentine Republic.

Authority of Representatives

The designation of the person for the purpose indicated above shall ipso facto carry with it all the necessary powers to undertake the defense before the arbitrators and to intervene in all acts and measures that may be required by the special circumstances of the case, or in such as the respective Arbitration Committee may decide to undertake, including all measures relating to the preservation and sale of goods submitted to arbitration.

No limitation of the above powers of the representatives shall be allowed.

Service of Papers on Representatives: Either Special or General

Any summons or notice given to the representative shall be deemed given to the principal. The designation of the representative may be general, that is to say, for all matters coming before the Arbitration Committee, or special, that is to say, limited to a specific case.

In the case of either general or of special powers and even though a limit of time shall have been set for the exercise of these powers, by the representative, the latter shall continue to act in every matter in which he shall have started to intervene before the power ceased, unless a new appointment shall have been made.

Exchange of Notices of Appointment of Representatives

The Chamber of Commerce of the United States of America and the Chamber of Commerce of Buenos Aires shall exchange without delay every communication sent to them referring to the designation of representatives.

See page 36

They shall likewise endeavor to agree on a uniform formula to be followed in all communications addressed to them relating to the appointment of representatives.

Failure of Party to Name Representative

Should one of the parties fail to name a representative, as provided above, the party requesting the arbitration shall, at his own expense, either by telegram or radiogram, call upon the Arbitration Committee of his country to inform the other contracting party of the request for arbitration, and shall furthermore invite him to name his representative within the peremptory term of 15 days. After the expiration of this term, and provided the designation has not been made, the respective arbitration committee shall proceed to name such representative, who shall be a merchant and selected, if possible, from among the members of the trade to which the matter to be submitted to arbitration belongs. The matter shall then be taken up by the said representative, whose powers shall be the same as if he had been originally designated by the interested party. His compensation shall be paid by the latter and the amount of this compensation determined by the committee making the appointment.

Arbitration Proceedings Not Public

The proceedings shall not be public unless requested by the parties. Members of the committee on arbitration may be present at any of the hearings.

Record Always Open to Parties

The records of a case shall be open at all times to the parties to the dispute and to others upon the written order of the committee on arbitration.

4

Statement of Facts

The hearing of cases shall commence as soon as practicable after submission. Each side shall prepare and submit a statement of the facts or what it regards to be the issues in the case. If they disagree as to what constitutes such issues the arbitrators shall determine and state in the award the issue or issues arising in the controversy as found by the arbitrators.

5

Irrelevant Matters

All irrelevant or unimportant matters shall be excluded.

6

Spirit of Construction

The arbitrators shall construe these rules and the submission to them as being designed to secure reason and equity in matters of trade and commerce, with the least possible expenditure of time, energy, and money, and in such manner as to avoid all unnecessary irritation.

7

Chairman of Arbitrators

If three or more arbitrators are chosen, they shall select one of their number as chairman.

One Arbitrator

Nothing in these rules is to be construed to prevent parties from referring the controversy to one arbitrator.

8

Failure to Select Arbitrators

If parties who have submitted a controversy to arbitration fail to select arbitrators, the Committee on Arbitration of the country in which arbitration is to occur is hereby authorized to select one arbitrator from each of the two sections of its official list, these two arbitrators to select a third arbitrator from the official list. Arbitrators so selected shall proceed as if chosen by the parties. If the two arbitrators chosen in accordance with this paragraph fail to select a third arbitrator, the third arbitrator shall be chosen in the manner described in Article IX of the agreement between the two chambers of commerce.

9

Hearing Rooms, Stationary, etc.

Each chamber of commerce will provide the parties who in its country submit to arbitration under these rules with adequate room and all necessary forms and papers free of charge, and through its Committee on Arbitration will endeavor to do, or cause to be done, all such acts as it may properly do for the purpose of assisting the parties and the arbitrators in the course of arbitration.

10

Stenographer

A competent stenographer shall be employed and the expense for this service is to be charged against the parties to the submission as the arbitrators may decide.

11

Witnesses and Depositions

Each party shall furnish his own witnesses. Depositions of witnesses may be received as competent evidence when properly attested. The expenses of depositions and the expenses of witnesses shall be borne by the parties offering the same, unless the arbitrators in the award determine they should be allotted otherwise.

12

Form of Award

The award of the arbitrators shall in each case contain a concise decision of the questions in controversy, setting forth what each party is to do, deliver, or pay to the other, and fixing a period within which the award is to be satisfied.

13

Notification of Award

Notice of the award shall immediately be given to the parties to an arbitration by the chairman of the Committee on Arbitration of the country in which arbitration occurs. Each party shall be entitled to a copy of the award, and, at his own expense, shall be entitled to a copy of the record.

14

Questions of Interpretation of Rules

In case of any misunderstanding or any question concerning the interpretation of these rules of arbitration the decision of the Committee on Arbitration of the country in which the arbitration occurs shall be accepted by the parties as conclusive.

15

General Agreements for Arbitration

Merchants who form a permanent business relation may at the beginning of their transactions enter into a general agreement for arbitration under these rules and the agreement between the two chambers of commerce put into force on April 10, 1916, for the adjustment of any or all differences arising out of a series of transactions extending over a period of time and until one or the other gives written notice to the other of his termination of the agreement as to transactions then future. Copies of such agreements are to be filed both with the Committee on Arbitration of the Chamber of Commerce of Buenos Aires and the Committee on Arbitration of the Chamber of Commerce of the United States. Such an agreement shall be understood to have as to any controversy the same effect as if a special agreement such as is described in Articles I and II of the agreement between the two chambers of commerce had been made regarding the transaction in which the controversy arises.

16

Change of Rules While Controversy Pending

If these rules are in any way changed after a controversy has been submitted to arbitration, but before award is made, all proceedings in the arbitration and the award shall be in accordance with the rules as they stood at the time of submission.

Lapse of Right to Request Arbitration

Except where otherwise provided, the right to request arbitration shall lapse at the end of 90 days, to count from the day following that on which, from the records of the respective customs houses, the purchaser or consignee of the goods could have examined all of the goods in question; *Provided* that upon application for an extension of this period made by either or both parties to the Arbitration Committee of the country where the arbitration

would be held, and presentation of a statement of reasons for the delay in the request for arbitration, such Committee may in proper cases grant such an extension of time as it deems reasonable, but not in excess of 90 days further than the period of 90 days mentioned above. If the case in question is not a sale, the right to request arbitration shall lapse at the end of 90 days to count from the day following the date of origin of the controversy, subject, however, to extension in the manner and under the circumstances set forth above. These same rules shall apply for cases of controversy on contracts of sale.

17

Definitions

Wherever the word “party” or “parties” is used in these rules it shall refer to the parties to the submission, and wherever the word “arbitrator” or “arbitrators” is used it shall refer to the arbitrator or arbitrators, as the case may be, whether there are one or more. Wherever the word “committee” is used it shall refer to the Committee on Arbitration of the country in which the arbitration is held. Whenever the word “clerk” is used it refers to the clerk of the Committee on Arbitration in the country in which the arbitration is held.

18

Final Decision of Questions of Interpretation

Any question which the Committee on Arbitration may have as to the explanation or interpretation of the foregoing rules shall be settled by the Board of Directors of the respective Chamber of Commerce.

Fees

All fees of arbitrators, expense for stenographers, and other minor expenses shall be awarded as the arbitrators may decide.

Deposit

The parties to the submission shall each deposit with the clerk, at the time of

filing the submission, the sum of \$100 gold, or equivalent, or at the discretion of the committee a larger amount, which shall be disbursed by him for their account in payment of arbitrators and stenographers' fees and minor expenses:

1. Arbitrators' fees, \$10 gold, or equivalent thereof, per day or part thereof;
2. Stenographers' fees, the usual remuneration.

If the deposit appears insufficient to the clerk, or becomes exhausted, he shall call upon the parties equally for such further sums as may be required, any balance to be refunded as the arbitrators may decide.

Clerk

The duties of the clerk of a Committee on Arbitration shall be as follows:

He shall receive and file all submissions, all copies of awards, give notice of all hearings, keep a docket of all cases and such other books and memoranda as the committee shall from time to time direct.

He shall render all necessary assistance to the arbitrators, attend to their clerical work, receive and disburse all fees and costs and keep careful and accurate accounts thereof, under the supervision of the Committee on Arbitration.

If a clerk of a Committee on Arbitration is unable to attend, a substitute shall be designated by the Committee on Arbitration to take his place.

Amendments

Amendments to these rules may be proposed by the Committee on Arbitration of either country and shall become effective upon their acceptance by both chambers of commerce.

Chamber of Commerce of Buenos Aires,
(Signed) Luis E. Zuberbuhler.

The Chamber of Commerce of the United States of America,
(Signed) John H. Fahey.

Effective as of April 10, 1916.

Rules for Dealing with Merchandise

1

Consent Necessary

The Committee on Arbitration in each country may deal with merchandise involved in a controversy submitted to their arbitration whenever the two parties concerned, directly or through representatives duly appointed, shall have expressly manifested their consent thereto.

Consent of Representatives Sometimes not Sufficient

But no such consent shall be granted by an agent designated by either of the two committees because of the neglect or failure of the party to designate an agent.

2

Nature of Committee's Action

The term "Deal With," employed in the above article, embraces the adoption of any or all of the following measures:

1. The discharge of cargo from vessel and storage in warehouse, in order to avoid demurrage;
2. Payment of customs or other charges and removal to warehouse, in order to avoid penalties for non-payment within a stated period;
3. Sale of merchandise which may deteriorate in quality, or the preservation of which may be costly, whenever circumstances make it advisable in order to avoid greater damage;
4. Payment to brokers, who negotiate sales of such merchandise, of commissions due, according to custom house valuation or usage and

commercial practices;

5. Payment of cost of cartage and warehousing, insurance, and other premiums, occasioned by the disposition of the merchandise and by the adoption of whatever means are necessary to preserve the rights of the interested parties.

The methods of dealing with merchandise mentioned above are not exclusive, but are intended as merely suggestive.

3

Examination of Merchandise Involved in Arbitration

Immediately upon notification that a controversy is to be submitted to arbitration, the chairman of the Committee on Arbitration of the country in which arbitration will occur shall ascertain the condition of the merchandise involved, shall make diligent inquiry as to whether or not steps should be taken by his Committee in accordance with these rules, to prevent aggravation of damages, and at the earliest moment practicable shall recommend to his Committee any action he thinks necessary.

Procedure When Action Advisable

The decision of the Committee as to any dealing with the merchandise shall be entered upon the minutes of the Committee with the name and the vote of each member, and the interested parties shall be notified immediately thereof.

4

Insurance, Etc.

The Committee on Arbitration in the country where the arbitration is to occur shall, in each case, see that proper provision is made, through insurance in responsible companies, for complete indemnification for the loss or damage of the merchandise because of fire or other accident.

5

Expenses

The Secretary (clerk) of the Committee on Arbitration shall collect in equal proportions from both the parties to the controversy the funds necessary for the disposition of the merchandise.

Lien

If either of the parties refuses to contribute, the Committee on Arbitration shall take means to obtain the necessary funds, if it is considered advisable, the amount of this advance being secured by a lien against the merchandise in question, which lien shall take precedence over all other claims.

6

Written Authority for Collection and Expenditure of Funds

The Secretary of the Committee on Arbitration shall not solicit funds from the parties to the controversy, nor shall he make any payments of expenses caused by the disposal of the merchandise, without written order from the Committee on Arbitration.

7

Vouchers for Expenditures

Proper documents will be required and must be kept covering all payments made on account of any necessary expenses which may be incurred in disposing of the merchandise under these rules. These documents shall be attached to a copy of the decision delivered to the party who must pay the expenses or whose interests may be in any manner affected thereby.

8

Procedure for Sale

If a majority of the members of the Committee on Arbitration determine upon a sale, in accordance with Section I of these rules, the Committee shall

at once enter an order upon its minutes, and proceed to arrange for the sale of the merchandise in question in the customary manner upon any duly constituted exchange on which such merchandise is ordinarily bought and sold; or if the merchandise is not bought and sold upon any exchange the Committee shall arrange for a public or private sale in accordance with the manner in which sales of this kind of merchandise are effected.

9

Most Favorable Conditions Possible

In arranging for sales the Committee on Arbitration shall take the necessary measures to secure the most favorable conditions possible.

10

Cash or Credit

The sales shall be made for cash, that is, against the delivery of documents or of the goods themselves. But in special circumstances, the determination of which rests with the Committee on Arbitration, the sale may be authorized on time payment, in which case two sureties satisfactory to the Committee will be demanded.

11

Proceeds of Sales

After deduction of the costs of sale, such as commissions, and any sum necessary for satisfying any lien of either Chamber of Commerce, the proceeds of any sale shall be deposited in a bank, in a special account plainly designated as to its character, to await the award of the arbitrators.

12

Waiver of Rules

By a writing filed with the Committee on Arbitration which has jurisdiction, the parties to a controversy may waive any of these rules or they may in a similar manner provide for methods and conditions of sale other than those fixed in these rules.

13

Change of Rules while Controversy Pending

If these rules are in any way changed after a controversy has been submitted to arbitration, any dealing with merchandise shall be in accordance with the rules as they stood when the submission was made.

14

Amendments

Amendments to these rules may be proposed by the Committee on Arbitration of either country, and shall, except as otherwise provided, become effective upon their acceptance by both chambers of commerce.

Chamber of Commerce of Buenos Aires,
(Signed) Luis E. Zuberbuhler.

The Chamber of Commerce of the United States of America,
(Signed) John H. Fahey.

Effective as of April 10, 1916.

Form for Appointment of Representative

(See Article IV of the Agreement, page 10, and the second Rule of Arbitration, page 19.)

To be executed in duplicate and both copies to be sent to the Bolsa de Comercio de Buenos Aires or the Chamber of Commerce of the United States, according as the principal is resident in Argentina or the United States.

.....
(date)

To the Bolsa de Comercio de Buenos Aires and the Chamber of Commerce of the United States:

Pursuant to the Agreement for Arbitration, the Rules of Arbitration, and the Rules for Dealing with Merchandise as made effective on April 10, 1916, between the Bolsa de Comercio de Buenos Aires and the Chamber of Commerce of the United States, and pursuant to the undertakings in transactions which the undersigned has with in which transactions there is an agreement for arbitration under the terms of the aforesaid Agreement and Rules, the undersigned hereby appoints as representative.

.....